

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

TRUSTEES OF THE PLUMBERS LOCAL  
UNION NO. 1 WLEFARE FUND, ADDITIONAL  
SECURITY BENEFIT FUND, VACATION &  
HOLIDAY FUND, TRADE EDUCATION FUND,  
AND 401(K) SAVINGS PLAN,

Plaintiffs,

-against-

MERICORE CONCRETE CUTTING, INC.,

Defendant.

17 CV 05114 (BMC)

**ANSWER**

**JURY TRIAL DEMANDED**

Defendant Mericore Concrete Cutting, Inc. (“Mericore”) by and through its attorneys, Menaker & Herrmann LLP, for its answer to the complaint (the “Complaint”), alleges as follows:

1. Mericore denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint.
2. Mericore denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint.
3. Mericore denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint.
4. Mericore denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint.
5. Paragraph 5 of the Complaint states legal conclusions for which no response is required. To the extent a response is required, Mericore admits and avers that it is a corporation organized under the laws of the State of New York, with its principal

place of business at 212-13 36<sup>th</sup> Avenue, Bayside, New York 11361. Mericore denies the remaining allegations in Paragraph 5.

6. Mericore denies the allegations contained in paragraph 6 of the Complaint except admits and avers that at various times it agreed to be bound by a certain Collective Bargaining Agreement between Local Union No. 1 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the Association of Contracting Plumbers of the City of New York (the “CBA”).

7. Mericore denies the allegations contained in paragraph 7 of the Complaint and respectfully refers the Court to the CBA for the contents thereof.

8. Mericore denies the allegations contained in paragraph 8 of the Complaint.

9. In response to paragraph 9, Mericore repeats and realleges each admission, denial, statement and averment contained in paragraphs 1 through 8 of this Answer with the same force and effect as though here set forth in full.

10. Paragraph 10 of the Complaint states legal conclusions for which no response is required. To the extent a response is required, Mericore respectfully refers the Court to the text of the cited statute for the contents thereof.

11. Mericore denies having knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint.

12. Paragraph 12 of the Complaint states legal conclusions for which no response is required. To the extent a response is required, Mericore respectfully refers the Court to the text of the cited statute for the contents thereof.

13. Mericore denies the allegations contained in paragraph 13 of the Complaint.

14. Mericore denies the allegations contained in paragraph 14 of the Complaint.

**AFFIRMATIVE DEFENSES**

15. Plaintiffs' claims are barred by the doctrines of laches, waiver, and estoppel.

16. The Complaint, in whole or in part, fails to state a claim upon which relief may be granted.

**JURY DEMAND**

Mericore demands a trial by Jury on all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Defendant Mericore Concrete Cutting, Inc. respectfully seeks a judgment in its favor dismissing the Complaint and granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
October 4, 2017

Respectfully submitted,

MENAKER & HERRMANN LLP

By: /s/ Wojciech Jackowski  
Wojciech Jackowski  
Alexander Mirkin

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